

PROCUREMENT AND MATERIALS
MANAGEMENT DIVISION
100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301
(954) 828-5933
FAX (954) 828-5576

City of Fort Lauderdale
INVITATION TO BID

e-mail: purchase@ci.fort-lauderdale.fl.us

ITB NO. 522-8630

ISSUE DATE: 1/28/2002

PAGE 1 OF 23 (+6 attach.)
BIDS MUST BE RECEIVED
PRIOR TO 2:00 P.M.
ON: 02/20/2002

TITLE: 2 Year Contract for Janitorial Services – City Marinas

PROCUREMENT SPECIALIST: Linda R. Wilson, C.P.M., CPPB

DEPT: CED/Marine Facilities

CONTACT FOR TECHNICAL QUESTIONS: Jamie Hart, Supervisor – Marine Facilities PHONE: (954) 828-5423

Bidder Must Complete the Following:

Vendor Name	Total Bid Discount (section 1.04)
Number & Street:	Bids are firm for Acceptance for 90 days (Section 1.05) Yes _____ No _____ Other _____
City, State, Zip (+4) (See General Conditions Section 1.01)	
Was this Invitation was mailed to an incorrect address? If YES, Mark "X" here <input type="checkbox"/> and we will adjust our records Area Code and Telephone No. () _____ (800) _____ http://www/ _____ FAX () _____ return e-mail: _____	State or reference any variances (section 1.06)
	Web site address:
	NO BID: If not submitting a bid, state reason below and one copy of this form (section 1.07)
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	
Payment Terms: (section 1.03) _____ %, net _____	Does your firm qualify for MBE, WBE, SBE status In accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____
How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Purchasing Division, 6 th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Do not submit via Facsimile. Facsimile bids will not be accepted. Each bid envelope must be sealed with the following information stated on the <u>OUTSIDE</u> of the envelope: BID No. 522-8630 Title: 2-YR. CONTRACT FOR JANITORIAL SERVICES – CITY MARINAS Opens: 2/20/02, 2:00 PM	
Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm. _____ Signature of Authorized Representative _____ Name of Authorized Representative (typed or printed) _____ Title (Typed or Printed) _____ Date The Purchasing Division maintains a 24 hour per day Invitation To Bid hotline listing all current ITB's. Call (954) 828-5727 to keep abreast of our current needs, or check our website www.ci.ftlaud.fl.us/Purchasing Bids	

THIS PAGE LEFT BLANK INTENTIONALLY

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European descent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instruction to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, service or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specific make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstration of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence of evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01 F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder list and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required.

ITB No. 522-8630 Janitorial Services – City Marinas

whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award the trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City.

ITB No. 522-8630 Janitorial Services – City Marinas

Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fulfill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Form G-107 Rev. 07/01

PART I: INFORMATION/SPECIAL CONDITIONS:

1. PURPOSE: The City is seeking a qualified firm to contract for janitorial services at Cooley's Landing, Las Olas Municipal Marina, and Marine Facilities Administrative Offices.

1.1. Site Visit: Bidders are requested to make a site visit to Cooley's Landing, Las Olas Marina and the Marine Facilities Administrative Office Facility to completely familiarize themselves with the full scope of work required. It is the sole responsibility of the Bidder to inspect the facilities prior to submitting a bid. No variation in price or conditions shall be permitted based on a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized him/herself with the nature and extent of the work, equipment, materials, supervision, and labor required.

Contact: Marine Facilities: Jamie Hart, Supervisor of Marine Facilities, or designee (954) 828-5423.

1.2. Additional Information: For additional information concerning the technical specifications contained in this bid contact Jamie Hart, Marine Facilities at (954) 828-5423. For information concerning bidding procedures contact Linda Wilson, Procurement Specialist, (954) 828-5933. Such contact is to be for clarification purposes only. Material changes, if any, to the written specifications or bidding procedures will only be transmitted by written addendum.

1.3. LAST DATE FOR RECEIPT OF QUESTIONS: Bidders should put all questions or requests for clarifications which may be of a material nature, in writing to the Procurement and Materials Management Division, **NOT LATER THAN FEBRUARY 6, 2002, 5:00 PM.** In order to facilitate receipt of questions, **bidders may fax questions to the Procurement and Materials Management Division, (954) 828-5576, Attn: Linda Wilson**, E-mail to LindaW@ci.fort-lauderdale.fl.us or you may hand deliver OR mail questions to Procurement and Materials Management Division, City of Fort Lauderdale, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301. All correspondence must reference the ITB Number and title of bid.

2. CONTRACT PERIOD: The initial contract term shall **commence approximately April 1, 2002**, or as soon thereafter following a contract award. The contract shall be for a **period of two (2) years**. The City reserves the right to extend the contract for additional one (1) or two (2) year terms, providing: (1) all terms, conditions and specifications remain the same; (2) both parties agree to the extension; and (3) such extension is approved by the City.

3. TRIAL PERIOD: The City reserves the right to require a test period of thirty (30), sixty (60), or ninety (90) days prior to enacting an annual contract for these services, in order to determine if the contractor can perform in accordance with the requirements of the ITB and to

the City's satisfaction. During the course of any trial period, the contractor shall perform all duties contained in the ITB Scope of Services and such trial shall be based on compliance with all the specifications, terms and conditions as contained therein.

A performance evaluation shall be conducted by City staff at various intervals during the trial period, and that evaluation shall be the basis for the City's decision to continue with the contractor, or to select another contractor under the same trial terms and conditions.

If a Performance Trial is enacted, and such trial is successful, ***the actual contract date and commencement of contract term shall begin after approval of the trial period, and subsequent to City Commission approval.***

Pricing proposed by the contractor shall be firm not only for the trial period, but also from the date of actual contract start date, excluding the trial period, for the entire initial two-year contract period.

4. INVOICES/PAYMENTS: The City shall accept invoices no more frequently than every two (2) weeks. Each invoice shall detail the costs included. The City will strive to pay all correct invoices within twenty days of receipt.

5. SELLING, TRANSFERRING OR ASSIGNING CONTRACT: No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Manager, or designee.

6. INSURANCE REQUIREMENTS: The contractor shall provide insurance coverage as follows:

- a. Workers Compensation as required by Florida Statutes for benefit of contractor employees. Notwithstanding FS 440.055,
- b. Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation Insurance.

Exceptions: Workers' Compensation Insurance will not be required if the individuals performing the work are a corporate officer, sole proprietor or partner. In such case, the firm must provide copies of their waivers as provided by FS 440.05 & 440.055.

b. Comprehensive General Liability Insurance and Auto Liability: Commercial General Liability and Automobile Liability in the combined single limit of three hundred thousand (\$300,000.00) Dollars per occurrence. The Contractor shall provide to the Purchasing Division original certificates of such coverage prior to engaging in any activities under this contract. **Comprehensive General Liability insurance shall list the City as an "additional insured" and shall have no less than thirty (30) days advance notice of cancellation.**

The Contractor shall provide to the Procurement and Materials Management Division original certificates of such coverage prior to engaging in any activities under this contract. Certificates shall have no less than thirty (30) days notice of cancellation. No work can be started until the certificate is submitted and approved by the City's Risk Manager.

7. PRICING & COST ADJUSTMENTS: The prices offered and accepted must remain firm for the initial contract term (two years). Costs for any extensions are subject to an adjustment only if an increase occurs throughout the local industry. Unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per contract extension or, the latest yearly percentage (%) increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U. S. Department of Labor, **whichever is less.**

Any such increase must be documented and submitted in writing to the City at least ninety (90) days prior to the contract anniversary date. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented or are considered by the City to be excessive.

In the event that the City determines that the costs as submitted are not properly documented or are excessive and the matter can not be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the contractor.

8. SUBCONTRACTING: The contractor should be capable of performing all work without subcontracting. If the bidder intends to use a subcontractor, the name of the sub-contractor shall be included in the ITB response.

In the event the contractor wishes to use a subcontractor, not previously specified in the ITB response, the contractor shall make a written request and obtain prior City approval for the sub-contractor, and the contractor shall be held fully responsible for the work and for providing insurance coverage.

9. DELETION OR MODIFICATIONS OF SERVICES: The City reserves the right to delete any portion of the contract services at any time, without cause, and if such right is exercised by the City, the total bi-weekly (every two week) fee shall be reduced utilizing the same formula on which the total bi-weekly cost was computed.

10. ADDITIONAL SERVICES/NO EXCLUSIVE CONTRACT: The City may require services of a similar nature not specifically listed in the ITB during the contract term. The contractor agrees to provide such services, and shall provide the City prices and contractual terms on such additional services based on a formula or method that is the same or similar to that used in establishing the prices or contractual terms in his/her original Bid. If the price(s) or term(s) offered are not acceptable to the City, and an agreement cannot be reached to the satisfaction of the City, the City reserves the right to procure those services from other qualified contractors, or to cancel the contract upon giving the contractor thirty (30) days written notice.

11. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION:

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and

women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are also requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal.

If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

See General Conditions Section 1.08 for MBE and WBE definitions.

11.1. Certification by Broward County, Florida

If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/Contractor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/Contractor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/Contractor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Procurement and Materials Management Division of the City of Fort Lauderdale.

12 LOBBYING ACTIVITIES

Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with the City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. copies of Ordinance No. C-00-27 may be obtained from the City Clerk's office on the 7th Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301. The ordinance may also be viewed on the City's website at www.ci.fort-lauderdale.fl.us/purchasing

13. VARIANCES

While the City allows contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

14. GENERAL CONDITIONS: All other terms and conditions, as contained in the General Conditions, form G-107A, Rev. 7/01, are included by reference.

PART II INVITATION TO BID SCHEDULE

RELEASE OF NOTICE OF INTENT TO BID 01/22/02

RELEASE OF THE BID 01/28/02

**LAST DATE FOR QUESTIONS OF
A MATERIAL NATURE, 5:00 PM 02/06/02**

ADDENDUM, if required 02/08/02

ITB OPENS, 2:00 PM 02/20/02

ANTICIPATED CITY COMMISSION AWARD 03/19/02

ESTIMATED CONTRACT BEGINNING DATE: 04/01/02

PART III SCOPE OF SERVICES

I. SCOPE OF WORK: The successful contractor shall perform all the services contained in the ITB specifications. Contractor shall be responsible for providing all labor, management, supplies and equipment, insurance, licenses, etc. in accordance with the ITB.

1. General Information:

A) Cooley's Landing is a City Marina and public boat launching facility serving tourists, transient and resident boaters. Public restroom facilities that serve the boat launching facilities are used by approximately 200 people per day; and comfort station shower, and laundry facilities for occupants of the marina are used by approximately 50 persons/per day.

The City will welcome bidders review of the facilities and requested services, and any comments regarding the ITB specifications, prior to the last date for questions, stated in ITB, paragraph 1.3.

**Location: Cooley's Landing Marina and Boat Ramp Facilities
450 S.W. 7th Avenue
Ft. Laud., FL 33315**

LOCATED: S.W. 7TH AVENUE BRIDGE (MARSHALL BRIDGE), EAST AND WEST SIDES

Facilities to be serviced:

1) Men's & women's public rest rooms, in the center of the parking area for boat launching, which service the boat ramp facilities and a limited number of park patrons by the gazebo and picnic area on the west side of the property;

2) The comfort station used by live-aboard boaters, to include: an office, men's and women's rest rooms, all toilets, tile walls, floors, sinks, partitions, counters, mirrors, chrome, showers, doors, windows & sills, furniture, waste receptacles including replacement of liners, ashtrays, light fixtures, and air conditioning or air vents.

B) Las Olas Office and Comfort Station Facility: Las Olas Municipal Marina is a City Marina serving tourist, transient, and resident boaters. Comfort station facilities including, restroom, laundry and shower facilities, are used by approximately 300 persons/per day; office facilities are used by approximately 100 persons/per day.

**Location: Las Olas Municipal Marina
240 Las Olas Circle
Fort Lauderdale, FL 33316**

LOCATED: E. LAS OLAS BOULEVARD, NORTH AND SOUTH SIDE

C.) Marine Facilities Administrative Offices: The offices are used for collection services for downtown marina customers and for administrative offices for Marine Facilities staff used by approximately 80 people per day. Office area includes: a lobby area, collection counter, support staff floor space, conference and meeting area, and 2

individual offices for the Supervisor of Marine Facilities, and designated Administrative staff.

LOCATED: S.E. side of Andrews Avenue Bridge on South New River Drive opposite the New River

II. Days/Hours of Service:

- a) Daily service for Cooley's Landing and Las Olas Marina Comfort Stations only;
- b) Marine Facilities Administrative Offices (maximum 3 times per week only) serviced as determined by the Supervisor of Marine Facilities, and includes weekends and holidays between the hours of 10:00PM through 5:00A.M.

III. Janitorial Services Requirements:

- a) Daily: Clean all mirrors;
- b) Replenish soap, (*) toilet tissue, and hand towels;
- c) Clean and sanitize all urinals and commodes, inside and out; replace urinal blocks and screens, as needed;
- d) Wipe all partitions, doors, and clean and polish all chrome and stainless steel, or metal fixtures or accessories;
- e) Thoroughly sweep, mop with disinfectant solution and rinse all floors, and vacuum rugs;
- f) Clean and sanitize all showers, including tile walls, floors, faucets, drains and shower heads. This should include picking up mats and cleaning shower floors underneath where applicable;
- g) Empty, clean, and sanitize (if needed) all waste receptacles, ash trays, etc. and replace all liners;
- h) Clean and sanitize all sinks, counters, soap and towel dispensers; sanitary napkin disposal containers;
- i) Remove, pressure clean, and sanitize all matting in shower area where applicable;
- j) Thoroughly clean and sanitize all shower stalls, remove all soap scum, mildew, mold from walls, floors, ceramic tile, and partitions;
- k) Clean all walls, doors, windows & sills; including dust all cobwebs;

(*)Note to Bidders: Toilet tissue rolls used at Cooley's Landing, and at Las Olas Marina, are 2 ply, large round commercial rolls. Same as or equal to Standard Sanitary Supply, #63507850, JRT, JR T-Tissue, white, 12/cs. to fit dispenser:#63509646 JRT In-Sight.

III. a. Additional Daily Services: Las Olas Marina and Cooley's Landing offices only include:

- 1. Empty, clean, and sanitize (as needed), all waste receptacles

b) Weekly (Las Olas Marina and Cooley's Landing Offices only):

- 1. Wash, rinse and wax **(if necessary)** all tile floors and polish

- all furniture;
- 2. Clean all light fixtures all air conditioning vents.
- 3. clean and sanitize all counter tops and cabinet facings throughout the facility;
- 4. Vacuum all carpeted areas;
- 5. Vacuum or sweep all ceramic floors
- 6. Dust, vacuum all ceiling tiles.
- 7. Clean all air conditioning or air vents.;

c) Additional Service required at Las Olas Comfort Station, Cooley's Landing and Marine Facilities Administrative Office Facilities:

- 1. Thoroughly clean and polish all counters and cabinetry throughout the facility.
- 2. Carpet Cleaning: Carpet cleaning at Cooley's Landing shall be on as needed basis and priced/per service request. Carpet Cleaning at Las Olas Comfort Station and Marine Facilities Administrative offices shall be on a quarterly scheduled basis, with spotting, as needed.
- 3) Vinyl floors: Cooley's Landing Comfort Station and Office has vinyl floors in its on-site office location. Bidder shall provide a per service "as needed" cost to clean, strip, wax and buff this floor.

d) ADDITIONAL SERVICES REQUIRED AT LAS OLAS AND COOLEY'S LANDING COMFORT STATION FACILITIES ONLY ON AN AS NEEDED BASIS:

Bidder shall include in the firm, fixed cost proposed for this facility, the periodic cleaning of the Maintenance Area, Equipment Room, Janitors Closets, Air Conditioning Closets.

IV. Eligibility: Bidders must demonstrate that they have recently and successfully provided similar services to at least three clients for services of an equivalent size and nature. Bidders shall provide information to support their past experience, ability, capacity, and financial stability to perform the requirements of this Contract. **Bidders shall provide documentation of all business/occupational licenses required to perform these services, as well as proof of insurance, as a part of the ITB response.**

IV. Contractor's Personnel: Contractor shall provide the City with resumes for all principals, management and supervisory personnel that will support their experience and qualifications to perform these contract services. Contractor shall provide supervisory and staff personnel who can adequately communicate, both on-site and by telephone, with City staff and clients at Cooley's Landing, Las Olas Comfort Station and the Marine Facilities Administrative Offices relative to any service problems, or service requirements.

Contractor shall provide the City with background information for all personnel proposed to be assigned to this contract, including but not necessarily limited to criminal background check. This information and past work experience shall be provided to the City for review and acceptance, prior to award of the contract, and thereafter prior to assignment of any replacement service personnel to the City contract. The City shall be furnished with a list of all personnel assigned to the contract. The contractor shall be responsible for keeping this list up to date during the contract term.

Contractor's employees shall present a professional appearance, neat, clean, well groomed, courteous, properly uniformed, and conduct themselves in a respectable manner, in the performance of the duties, and while on City property.

Contractor's personnel shall wear an appropriate uniform, and always be identified with a nametag specifying both the firm name and employee name.

The contractor shall provide the City with a listing, and keep current, to include the names and emergency telephone and beeper numbers of supervisory personnel who are assigned to the City contract. It is the intention of the City that the contractor's management or supervisory personnel proposed for the contract will be available for the initial contract term.

V. Minimum Wage Rates: The contractor shall be required to pay its' employees at least the Federal minimum wage rate. The City reserves the right to inspect the payroll records of the contractor(s) as may be deemed necessary to determine contractor(s) compliance with the Federal Wage and Hour Law.

VI. Termination for Cause: The contractor's services may be terminated for any of the following causes: poor performance and failure to cure client complaints within two days of notice by the City, or after three documented poor performance complaints from the City's contract administrator; if there is a perceived breach of security; if personnel are used who are unknown by the city agency, or who pose a threat to the security of the agency by action, deed or appearance; failure of the contractor to comply with personnel identification and uniform requirements. City staff shall be responsible to document and provide to the Procurement & Materials Management Division Vendor Performance Complaint forms, and a log of all actions taken to cure, as well as vendor responses to requests. After the third such documented complaint is received in the Procurement and Materials Management Division, the Manager may immediately terminate the contractor by phone or fax letter.

VII. Cost to the City: The contractor shall be responsible for all costs incurred in providing the required services to include: all labor, management, all janitorial supplies, including toilet tissue and replacement light bulbs, equipment, insurance, licenses and police background checks of employees, in accordance with the ITB specifications. **The total cost to the City for the required services shall be the costs as proposed by the Bidder, and accepted by the City, AS SUBMITTED IN THE ITB Summary Pages response that follows.**

VIII. Service Hours/Response time/Emergency Service/Property Damage: All services provided shall be performed in accordance with the times specified in the ITB specifications. Any change to that schedule shall be requested in writing, and approved by the City prior to implementation. Contractor shall advise City personnel immediately of any damage noticed by contractor personnel while on duty, or any damage done to City property by contractor's personnel, NOT LATER THAN THE NEXT WORKING DAY after which such damage may occur. contractor caused damage shall be promptly corrected to the satisfaction of the City, and any cost to resolve the matter will be borne solely by the Contractor.

Service Response Time: contractor shall have a 24 hr. telephone/pager service to insure the contractor's ability to respond and comply with City requests on a timely basis. contractor should respond and comply with any City request for service or emergency service within 2 to 4 hours from time of City contact. Failure to respond or to comply with the service request within the time parameters stated may result in City invocation of the Penalty Provision clause.

IX. Penalty Provisions for Non-Service: Designated City personnel shall periodically review Contractor's performance. If any discrepancies are found, contractor shall be immediately notified, the situation jointly reviewed and corrected by the contractor in an agreed upon time frame, at no cost to the City. Any second discrepancy notification during any contract year shall be subject to imposition of penalty provisions. Penalty provisions are as follows:

2nd discrepancy will have a penalty of 15% of the two-week contract cost for that location.

3rd will have a 25% penalty.

Thereafter, further discrepancy or unsatisfactory performance by the contractor may be cause for contract termination, at the City's discretion.

Note: Imposition of a penalty by the City will not preclude the City from canceling the contract for cause, in accordance with the ITB specifications.

X. Contract Coordinator: The Supervisor of Marine Facilities, or designee, shall function as the contract coordinator. The coordinator's duties shall include:

- a. Liaison with contractor;
- b. Coordinate and approve all work under the Contract;
- c. Resolve any disputes;
- d. Assure consistency and quality of Contractor's work;
Schedule and conduct contractor performance evaluations and document findings.
- e. Review and approve for payment, invoices for work performed in accordance with the contract specifications.

XI. Contractor Performance Reviews: The Supervisor of Marine Facilities, or designee, shall periodically perform a written report on contractors performance based on the following performance ratings:

- a. Excellent: Far Exceed requirements
- b. Above Satisfactory: Exceeds requirements
- c. Good: Meets basic requirements
- d. Poor: Does not meet all requirements, and
subject to contract penalty provisions;
- e. Non-Compliance: Either continued poor performance after notice, or a
performance level that does not meet a significant
portion of the requirements.
This rating makes the contractor subject to default, or
contract cancellation for cause, per the ITB
provisions.

A completed daily Custodial/Services Log, indicating all the daily/weekly services required by the ITB, shall be required from contractor for each shift/each day. A SAMPLE OF THIS FORM IS ATTACHED AS EXHIBIT "B" TO THE ITB. This log shall be completed, in its entirety, and dropped off in the designated mail slot of the office facility located on the premises at the conclusion of each shift. This log shall be reviewed and signed off daily, with appropriate comments, by the Supervisor of Marine Facilities, or designee.

Failure to provide these daily logs, or to complete such logs, may result in City proceedings for termination of the contract with thirty (30) days advance notice.

These logs shall be maintained and used as documentation in the contractor performance reviews, or for penalty invocation.

BID SUMMARY PAGES

Bidders are required to complete all information requested below.

1. Bidder Name: _____
(Legal registered name)

Principal Contact: _____
(Name & Title)

24 Hour Telephone/Pager Number: _____/_____

2. Location of service facility(ies)/office, if different from address shown on page 1 of the ITB:

3. Addendum Acknowledgement: Bidder acknowledges that the following addenda have been received and are included in the ITB response:

Addendum No.

Date Issued

a) Is there anything contained in the ITB that is NOT included in your bid response?
YES: _____ NO: _____

If YES: please explain: _____

4. How many years has your company been providing these services?

_____/years

5. Client References: Provide a list of client references for whom you are currently providing janitorial services, with particular emphasis on other governmental agencies. Include the contact person, telephone number, agency/company name, and address. A minimum of THREE is requested.

6. Bidder Management/Personnel Experience: Name and indicate the level of experience, or provide resumes of those individuals who will work directly with City representatives for this contract. **If additional room is required, please attach information as an appendix to the ITB.**

Please list below all principals, management, and supervisory personnel who will be assigned to this contract, and include a 24 hr. telephone or beeper number for each:

Name: _____/Title: _____;

Phone/Pager _____

E-Mail Address (if available) _____

Name: _____/Title: _____;

Phone/Pager _____

E-Mail Address (if available) _____

Name: _____/Title: _____;

Phone/Pager _____

E-Mail Address (if available) _____

Name: _____/Title: _____;

Phone/Pager _____

E-Mail Address (if available) _____

Have you included experience information for all your personnel as an appendix to your bid? YES: _____ NO: _____

Have you included copies of all required licenses, permits, and proof of current insurance coverage?

YES: _____ NO: _____

7. If bidder intends to sub-contract any part of the services contained in the ITB, please indicate that intent in the space provided below, and provide complete information on the company, including address, principals, telephone number, experience and references, licenses and insurance information as an appendix to your bid.

Sub-Contractor: YES: _____ NO: _____

IF YES, please include all information on proposed sub-contractor, including references, personnel information, qualifications, insurance, etc., as required in the ITB for the sub-contractor.

Included?: YES:_____ NO:_____

8. Please provide financial references to support your ability to perform the contract services: (i.e. Bank, supplier contacts, wholesalers, etc. with whom you currently do business.) Provide company, contact person, address, and telephone number.

9. Cost to the City: Bidder agrees to provide the services specified, including all required labor, supervision, equipment, and supplies at the **FIRM, FIXED COST SHOWN BELOW**, in accordance with the ITB:

A) Cooley's Landing:

I. \$_____/PER TWO WEEK PERIOD X 26 weeks: \$_____/YR.

II. Additional "as needed: services: FIRM, FIXED COST/PER SERVICE:

\$_____ Carpet cleaning

\$_____ Vinyl floors, clean, strip, was & buff

B) Las Olas Comfort Station, all services per ITB specifications:

I. \$_____/PER TWO WEEK PERIOD X 26 weeks: \$_____/YR.
(excludes quarterly carpet cleaning services)

C) Marine Facilities Administrative Offices, all services per ITB Specifications

I. \$_____/PER TWO WEEK PERIOD X 26 WEEKS: \$_____/YR.

II. Quarterly scheduled carpet Cleaning:

\$_____/PER QUARTER X 4 : \$_____/YR.

10. Bidder shall complete the following information:

Cooley's Landing:

1. Required number of janitorial service hours daily
(to perform required "daily services") : _____/hrs.

Number of janitorial personnel/daily: _____

2. Required number of janitorial service hours weekly
(to perform required "weekly services") : _____/hrs.

Number of janitorial personnel/daily: _____

Las Olas Comfort Station:

1. Required number of janitorial service hours daily
(to perform required "daily services") : _____/hrs.

Number of janitorial personnel/daily: _____

2. Required number of janitorial service hours weekly
(to perform required "weekly services") : _____/hrs.

Number of janitorial personnel/daily: _____

Marine Facilities Administrative Office:

1. Required number of janitorial service hours/3 days per week
(to perform "3 days per week" only)
: _____/hrs.

Number of janitorial personnel/daily: _____

11. a) Do you have the required insurance coverage, as contained in the ITB?

YES _____ **NO:** _____

If YES, please provide a copy of your insurance certificate(s).

Attached? **YES** _____

b) Are your personnel bonded? YES: _____ **NO:** _____

If YES, please include a copy of the Bond Coverage.

Included? **YES** _____ **NO:** _____

12. Bidder Comments:_____

MARINE FACILITIES ADMINISTRATIVE OFFICE CUSTODIAL INSPECTION REPORT

TIME	START	END	BRIEF DESCRIPTION OF TASKS PERFORMED	YES	NO	ACTUAL SUPPLIES USED	ACTUAL SUPPLIES REPLACED
			(3 DAYS PER WEEK ONLY)				
			Clean Mirrors				
			Replenish Soap				
			Clean & Sanitize Toilets				
			Clean Partitions/Polish Chrome, etc.				
			Sweep & Mop Floors				
			Clean & Sanitize Showers				
			Empty & Sanitize Waste Cans				
			Clean & Sanitize Sinks, Counter Tops, etc.				
			Pressure Clean Shower Stalls and Under Matting				
			Sanitize/Shower Areas				
			Clean Walls & Windows				
			BRIEF DESCRIPTION OF ADDITIONAL SERVICES AS REQUIRED				
			Clean/Polish Counters				
			Clean Vinyl Flooring				
			Empty/Sanitize Trash Cans in Office				
			Clean Carpets (as needed per contract)				
			Clean/Strip/Wax Floors (as needed per contract)				

MARINE FACILITIES ADMINISTRATIVE OFFICE CUSTODIAL INSPECTION REPORT

TIME	START	END	BRIEF DESCRIPTION OF TASKS PERFORMED	YES	NO	ACTUAL SUPPLIES USED	ACTUAL SUPPLIES REPLACED
			(3 DAYS PER WEEK ONLY)				
			Wash, Rinse & Wax Floors (if necessary)				
			Clean Light Fixtures				
			Clean/Sanitize Counters				
			Vacuum Carpeted Area				
			Vacuum Ceramic Floors				
			Dust/Clean Ceiling Tiles				
			Clean Air Conditioning Vents				

DATE OF SERVICE _____

NAME (print): _____

SIGNATURE: _____

LAS OLAS MARINA CUSTODIAL INSPECTION REPORT

TIME	START	END	BRIEF DESCRIPTION OF DAILY TASK PERFORMED	YES	NO	ACTUAL SUPPLIES USED	ACTUAL SUPPLIES REPLACED
			Clean Mirrors				
			Replenish Soap				
			Clean & Sanitize Toilets				
			Clean Partitions/Polish Chrome, etc.				
			Sweep & Mop Floors				
			Clean & Sanitize Showers				
			Empty & Sanitize Waste Cans				
			Clean & Sanitize Sinks, Counter Tops, etc.				
			Pressure Clean Shower Stalls and Under Matting				
			Sanitize/Shower Areas				
			Clean Walls & Windows				
			BRIEF DESCRIPTION OF ADDITIONAL SERVICES AS REQUIRED				
			Clean/Polish Counters				
			Clean Vinyl Flooring				
			Empty/Sanitize Trash Cans in Office				
			Clean Carpets (as needed per contract)				
			Clean/Strip/Wax Floors (as needed per contract)				

LAS OLAS MARINA CUSTODIAL INSPECTION REPORT

TIME	START	END	WEEKLY SERVICES REQUIRED IN OFFICE ONLY	YES	NO	ACTUAL SUPPLIES USED	ACTUAL SUPPLIES REPLACED
			Wash, Rinse & Wax Floors (if necessary)				
			Clean Light Fixtures				
			Clean/Sanitize Counters				
			Vacuum Carpeted Area				
			Vacuum Ceramic Floors				
			Dust/Clean Ceiling Tiles				
			Clean Air Conditioning Vents				

DATE OF SERVICE _____

NAME (print): _____

SIGNATURE: _____

COOLEY’S LANDING CUSTODIAL INSPECTION REPORT

TIME	START	END	BRIEF DESCRIPTION OF DAILY TASK PERFORMED	YES	NO	ACTUAL SUPPLIES USED	ACTUAL SUPPLIES REPLACED
			Clean Mirrors				
			Replenish Soap				
			Clean & Sanitize Toilets				
			Clean Partitions/Polish Chrome, etc.				
			Sweep & Mop Floors				
			Clean & Sanitize Showers				
			Empty & Sanitize Waste Cans				
			Clean & Sanitize Sinks, Counter Tops, etc.				
			Pressure Clean Shower Stalls and Under Matting				
			Sanitize/Shower Areas				
			Clean Walls & Windows				
			BRIEF DESCRIPTION OF ADDITIONAL SERVICES AS REQUIRED				
			Clean/Polish Counters				
			Clean Vinyl Flooring				
			Empty/Sanitize Trash Cans in Office				
			Clean Carpets (as needed per contract)				
			Clean/Strip/Wax Floors (as needed per contract)				

COOLEY’S LANDING CUSTODIAL INSPECTION REPORT

TIME	START	END	WEEKLY SERVICES REQUIRED IN OFFICE ONLY	YES	NO	ACTUAL SUPPLIES USED	ACTUAL SUPPLIES REPLACED
			Wash, Rinse & Wax Floors (if necessary)				
			Clean Light Fixtures				
			Clean/Sanitize Counters				
			Vacuum Carpeted Area				
			Vacuum Ceramic Floors				
			Dust/Clean Ceiling Tiles				
			Clean Air Conditioning Vents				

DATE OF SERVICE _____

NAME (print): _____

SIGNATURE: _____